M.R.O. 1—10,006—28-2-50.

(1) Number of pages

(2) Date of repair

(3) Initials of the Referencer

MADRAS RECORD OFFICE

Government of Madras

Public works DEPARTMENT

G.O. No. ~~B.P. No.~~ 134, to 140	2234	Press ~~Mis.~~
Dated	10. 9.	~~195~~ 1873.

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Departm
10*th September* 1873.

Read the following letters :—

No. 134.	From the District Engineer, Kurnool, dated			7th Ma[illegible]ch 1873,	[illegible]o. 206.		
No. 135.	Do.	do.	do.	,,	7th M[illegible]ch ,,	,,	208.
No. 136.	Do.	do.	do.	,,	[illegible] April ,,	,,	9.
No. 137.	Do.	do.	do.	,,	16th May ,,	,,	173.
No. 138.	Do.	do.	do.	,,	28th May ,,	,,	225.
No. 139.	Do.	do.	do.	,,	14th August ,,	,,	468.

No. 140. ORDER THEREON, 10th September 1873, No. 2,234.

ESTABLISHMENT, No. 10.

THE charges brought by the Second Accountant of the Cumbum Range against his Range Officer, Mr. Supervisor Crowe, may be dealt with under two separate heads, viz. :—

1st.—The transactions connected with the payment of Rupees 1,994-13-1 for work on the Cuddapah Road to Contractor Aroonagiri Auchari in July 1872.

2nd.—The six payments aggregating Rupees 784-6-5 made on 25th and 28th October 1872.

2. The first charge is supported by correspondence which certainly does prove that Mr. Crowe, within fourteen days of joining his range, the first that he ever had held, of the language of which he was totally ignorant, made the following payments for work purporting to have been done two seasons before, viz. :—

	RS.	A.	P.
$203\frac{2}{3}$ Cubic yards side-channels earthwork, at 2 Annas ... =	25	7	4
860 Do. rock cutting, at Rupees 1 ... ... =	860	0	0
142 Do. in hard gravel, at Annas 4 ... ... =	35	8	0
960 Squares metalling spread, at Rupees 1 ... ... =	960	0	0
$82\frac{1}{3}$ Do. heaps, at Annas 12 ... ... =	61	12	0
$156\frac{1}{3}$ Cubic yards gravel in heaps, at Annas $5\frac{1}{3}$ ... ... =	52	1	9
	1,994	13	1

And this notwithstanding that the correspondence, then in his hands, showed, on Mr. Sub-Engineer Hudson's report backed by the Superintending Engineer's endorsements, that there were no side-channels but in easy soil at Annas 2 per cubic yard, or a higher rate than Annas 2 per cubic yard for gravel in heaps; and repudiated all liability for metalling, as thoroughly bad, and not costing the Contractor Annas 3 a cubic yard, instead of nearly Rupees 2, the rate paid by Mr. Crowe. Admitting, therefore, the correctness of the measurement [illegible] which the District Engineer allows to have been taken by Mr. Cro[illegible] [illegible]occasio[illegible] and the charge of Annas 8 per cubic yard for metalling, which the District Engine[illegible] seems inclined to pass, payments to the following extent only would appear t[illegible] have been justifiable, viz. :—

	RS.	A.	P.
$1,205\frac{2}{3}$ Cubic yards of side-channels, at Annas 2 ... ... =	150	11	4
$1,042\frac{1}{8}$ Squares metalling, at ,, 4 ... ... =	260	9	[illegible]
$156\frac{1}{3}$ Cubic yards gravel, at ,, 2 ... ... =	19	8	[illegible]
	430	13	[illegible]

leaving an ove-payment of Rupees 1,564, on the most favourable interpretation of the correspon ence by which Mr. Crowe should have been guided. And this is apparently inc eased by Rupees 250, a former payment by Mr. Sub-Engineer Hudson, which does not appear to have been taken into account by Mr. Crowe.

4. His apology for taking upon himself the responsibility of such a heavy payment on first starting in his new charge, is the Superintending Engineer's memorandum of the 30th August 1871, ordering Mr. Hudson to pay the man up and obtain from him an acquittance in full of all payments, "disposing of the whole case *himself* at an early date before proceeding on the leave which had been applied for on his account." Also a second memorandum, No. 1,655, of 30th November 1871, calling for report of the steps that had been taken, and for particulars of items allowed and disallowed. And, thirdly, the Superintending Engineer's endorsement of 23rd January 1872, on Mr. Hudson's report of 7th idem, to the effect that an early settlement of the matter should be come to. On all which orders no action appears to have been taken by Mr. Hudson beyond writing the report above mentioned, and further endorsing the Superintending Engineer's endorsement by a note that earthwork and gravel had alone to be paid for, and that the Contractor should send in his bill for the same to be checked by the Overseer and paid by Mr. Vardon, who relieved Mr. Hudson in February, retaining charge of his own range, and was in turn relieved by Mr. Crowe in July.

5. It is manifest that a great responsibility was assumed by Mr. Crowe in his settlement with the Contractor, who was doubtless heavily overpaid; but he would appear to have acted in good faith, though without good sense, in settling a matter which had been unjustifiably neglected by his predecessors for upwards of two years, in a manner unfortunately characteristic of the former 3rd Division. Mr. Sub-Engineer Hudson will now be called on to account for his neglect to carry out the repeated and positive orders of the Superintending Engineer, which has resulted in this considerable loss to Government.

6. Of the transactions to be dealt with under the second head, on which the District Engineer took all the evidence offered, it is observed that he does not doubt the truth of such evidence, and believes that none of the work paid for was ever done. That evidence was to the effect that men were paid who never took contracts on the works, from the sanctions for which they were paid; and that Mr. Crowe never took the measurements entered by him in the bills. But payments in each case appear to have been made by the Head Accountant, and by cheque, and there is not the slightest evidence that any portion of the money was ...ived by Mr. Crowe. All Contractors are stated by the District Engineer to ...e been originally introduced by the Head Accountant. And yet he paid away ...e cheques to men of whom be professed to have no knowledge, and who were not forthcoming when wanted to give evidence; and others to Iyasawmy Moodelliar, whose complicity with him is established by the former's letter to the ... Constable of Cumbum.

... his defence Mr. Crowe acknowledges as his fault that "in paying the ...ed he acted with too great precipitation," (page 13.) But this is ...sistent with what follows in page 14, where he narrates how he tired of

the course of vigorous action that he adopted for the first few months during which he held the range, for want of personal support from the Superintending Engineer, and deliberately took to subsidizing Contractors by paying any claims brought before him. Unfortunately the fact of his paying such claims involved his certifying that he had actually measured up the works to which they related; and this he did not scruple to do, although in the instance of the Munteral Canama he had himself reported to the Superintending Engineer that he found no work whatever at the time and place to which his alleged measurement referred. The District Engineer has endeavoured to palliate such behaviour by stating that the signing of such certificates is very generally regarded in the department as a mere form. This statement is one which His Excellency the Governor in Council declines to credit, and he cannot accept such an excuse as freeing Mr. Crowe from the consequences of deliberately falsifying public documents in support of payments for work never executed. These consequences being dismissal from the public service from the end of the current month.

8. His Excellency the Governor in Council is not satisfied with the District Engineer's inaction in leaving the Overseers and Accountants under his orders to be dealt with by Government; he has the necessary powers to deal with them himself, and should be competent to do so from the knowledge of local affairs which he must have gained during his visit to the Cumbum Range; and the Government expect that he will in future accept the responsibilities of his post. Meanwhile they direct the immediate dismissal from the Government service of Head Range Accountant, Pulney Andy Pillay, as having been fully cognizant of the falsity of the Contractor's claims for which he made out the bills and gave away the cheques, without one word of remonstrance to the Range Officer, if he was not the actual instigator of these claims. He is moreover reported as quite incapable, the office records having at one time been allowed to get six months into arrears, and as utterly unmindful of, and wilfully disobedient to, the orders of the District Engineer himself.

9. It would appear to Government that the *rôle* of accuser was fixed upon the Second Accountant, Durgachellum Chetty, by the Head Accountant, and that the Contractor Iyasawmy's letter to the Head Constable of Cumbum seems to clear him in some measure from complicity in any conspiracy against his Range Officer. Durgachellum Chetty merits praise for bringing to notice dealings of the latter, which have been found to be very reprehensible, and he is stated to be intelligent and clever, but artful and given to plotting. He will be allowed a further trial to retrieve his credit in the Government service, but will be moved to another range. The new Range Officer, Mr. Bell, will understand that laxity in attendance at office, and transaction of official business and custody of official papers out of office, must on no account be permitted; and he will certify to that effect to the District Engineer when sending in any quarterly returns.

10. His Excellency the Governor in Council regrets to receive so unsatisfactory a report of the two Taluq Overseers, Ramachendra Row and Mr. Carroll. Of the latter it is recorded that though a European he systematically thwarted [illegible] Officer, and of both that they were ignorant of their duties and unfit for t[illegible] And the District Engineer makes some general remarks as to such bein[illegible]

with all Overseers when first entertained. But if so, the Government remark, it is purely the fault of the Executive and Supervising Officers under whom they are placed that such defects should not be corrected in due time, everything having been done that could be devised and carried out for giving them such elementary knowledge of their work as can alone be expected of beginners in any department; it rests with those who employ them to develope their latent capacities, or get rid of them if hopelessly incapable. Such tolerance as would appear to be extended by the District Engineer of Kurnool to his subordinates in the matter of certificates, and to Accountants guilty of conduct such as he attributes to Pulney Andy, does not commend itself to Government as likely to have any effect in remedying the demoralized state into which the department has confessedly fallen in the districts composing the late 3rd Division.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the District Engineer, Kurnool.
,, Officiating Controller of Public Works Accounts.
,, Principal of the Civil Engineering College,
through the Director of Public Instruction.
,, Military Department.

All other Dt Engrs
Major Kennedy

Copy of L.O. No 2234
of 18th Septr must
certainly be sent the
Cuddapah district
for Mr Hudson —
and a [illegible]
no one of general
application it had
better go with also:
Tuesday — [illegible signature]

Paper I was directed to
peruse from Madras to
be dealt with in connection
with the draft on letter from
Post Master Genl
~~Cm [illegible]~~ of 5 Sept
RDP

Read Nizoulé — E. H. 1

No. 2234 Rv. D.

Pro. of the Madras Govt.

Read the following

From the Dt. Engr. Kurnool (K.E. No. 206 d/- 7 March /73)
Do — Do — K.E. 208 d/- — do —
Do — Do — (— 91 d/- 4 April /73)
Do — Do — (— 173 d/- 16 May /73)
Do — Do — (— 225 d/- 28 — do —)
Do — Do — (— 468 d/- 14 Aug /73)

Vide [illegible] 13 Sept /75

See within
J. D.

The charges brought by the 2nd Accountant of the ~~Budwail~~ Cumbum Range, against his Range Officer Mr Supervisor Crowe may be dealt with under two separate heads viz:-

1st The trans-actions connected with the payment of Rs 1794-13-1 for work on the Cuddapah Road to contractor Aroonagiri Achari in July 1872.

2nd The 6 payments aggregating Rs 784-6-5 made on 25th and 28th October 1872.

The 1st. charge is supported by correspondence which certainly does prove that Mr. Crowe, within 14 days of joining his Range, the first that he ever had held, of the language of which he was totally ignorant made the following pay-ments for work purporting to have been done two seasons before, viz:-

This should be avoided. J.D.S.

Certainly - How came it so? [illegible]

		Rs - As - P
203 2/6 Cubic yards Side channels Earthwork at 2 as =		25 - 7 - 4
860 —— Do —— Rock cutting - Rs 1 =		860 - 0 - 0
142 —— Do —— in hard gravel - as 4 =		35 - 8 - 0
960 square metalling, spread —— Rs 1 =		960 - 0 - 0
82 1/3 —— Do —— heaps —— as 12 =		61 - 12 - 0
156 1/3 Cubic yards gravel in heaps —— as 5 1/3 =		52 - 1 - 9
	Rs ——	1,994 - 13 - 1

And this notwithstanding ~~While~~ that correspondence, then in his hands, ignored, or Mr. Sub Engineer Hudson's Report backed by the Supg Engineer's endorsements, ample side channels but in easy soil at Rs 2 per Cubic yard, or a higher rate than Rs 2 per Cubic yard for gravel in heaps, and repudiated all liability for metalling, as thoroughly bad and not costing the Contractor Annas 3 a cubic yard instead of nearly Rupees 2 the rate

[illegible] but there were no

paid by Mr. Crowe -
Admitting therefore the correctness of the mea-surements, which the District Engineer allows to have been taken by Mr. Crowe on this occasion, and the charge of Annas 8 per cubic yard for metalling which the District Engineer seems inclined to pass payments to the following extent only would appear to have been justifiable, viz:-

		Rs - As - P
1205 $\frac{2}{3}$ cubic yards of side channels	at As 2	150 - 11 - 4
1042 $\frac{1}{3}$ squares metalling	" 4	260 - 9 - 4
156 $\frac{1}{3}$ cubic yards gravel	" 2	19 - 8 - 8
		Rs - 430 - 13 - 4

leaving an overpayment of Rs 1564, on the most favorable interpretation of the correspondence by which Mr Crowe should have been guided. And this is apparently increased by Rs 250, a former payment by Mr Sub Engineer Hudson, which does not appear to have been taken into account by Mr Crowe.

His apology for taking upon himself the responsibility of such a heavy payment on first starting in his new charge, is the Supg Engineer's memo:

of the 30th August 1871, ordering Mr Hudson to pay the man up and obtain from him an acquittance in full of all payments, "disposing of the whole "case himself at an early "date before proceeding on "the leave which had "been applied for on his "account" - Also a 2nd Memo: No 1655 of 30th November 1871 calling for report of the steps that had been taken, and for particulars of items allowed and disallowed - And thirdly, the Supg Engineer's endorsement of 23rd January 1872 on Mr Hudson's report of 7th

Idem, to the effect that an early settlement of the matter should be come to. On all which orders no action appears to have been taken by Mr. Hudson beyond writing the Report above mentioned, and further endorsing the Superintending Engineer's endorsement by a note that earthwork and gravel had alone to be paid for, that the Contractor should send in his Bill for the same, to be checked by the Overseer and

and paid by Mr. Vardon, who relieved Mr. Hudson in February, retaining charge of his own Range, and was in turn relieved by Mr. Crowe in July.

It is manifest that ~~a great mistake~~ responsibility to ~~[illegible]~~ least was ~~made~~ by Mr. Crowe in his settlement with the Contractor, who was doubtless heavily overpaid; but he would appear to have acted in good faith, though without good sense, in settling a matter which had been ~~scandalously~~ unjustifiably neglected by

I really can come to no other conclusion than that Mr. Crowe's services should be dispensed with. For a man of mature age to pay in this wholesale fashion for work which his predecessor had condemned — is, in my judgment — incompatible with honesty —

J. D. L.

by his predecessors for upwards of two years, in a manner unfor-tunately characteristic of the former 3rd Division. This neglect will now be recorded against Mr. Sub Engineer Hudson, and form matter for consideration with reference to his future employment in the Department.

Of the transactions to be dealt with under the second head, on which the District Engineer took all the evidence offered, it is observed that he does

I think he should be called upon for his defence & punished at once - in some suitable way.

J.D.S.

Mr. Sub Engineer Hudson will now be called on to account for his neglect to carry out the repeated & positive orders of the S.E. which has resulted in this considerable loss to Govt -

not doubt the truth of
such evidence
~~what was offered~~, and
believes that none of
the work paid for was
ever done - That evi-
-dence was to the effect
that men were paid
who never took Contracts
on the works, from the
sanctions for which
they were paid; and
that Mr. Crowe never
took the measurements
entered by him in the
Bills - But payments
in each case appear
to have been made
by the Head Accountant
and by cheque, and
there is not the slightest

evidence that any por-
-tion of the money was
received by Mr Crowe.
All contractors are
stated by the District
Engineer to have been
originally introduced
by the Head Accountant.
and yet he paid
away some cheques to
men of whom he pro-
-fessed to have no-
knowledge, and who
were not forthcoming
when wanted to give
evidence. And others
to Iyasawmy Moodeliar,
whose complicity with
him is established

by the former's letter to the Head Constable of Cumbum.

In his defence Mr. Crowe acknowledges as his fault that "in "paying the sums so "claimed, he acted with "too great precipitation," (page 13) - But this is quite inconsistent with what follows in page 14 where he narrates how he tired of the course of vigorous action that he adopted for the first few months during which he held the Range, for want of personal support from the Supt. Engineer, and

This, I think, is enough to condemn him - And the men who got the money seem to have vanished!

J. D. S.

[illegible]

and deliberately took to subsidizing Contractors by paying any claims brought before him - Unfortunately the fact of his paying such claims involved his certifying that he had actually measured up the works which they related; and this he did not scruple to do although in the instance of the Innate-ral Canama he had himself reported to the Supt Engineer that he found no work whatever at the time and place to which his alleged

What can be worse than this. He not merely certifies that he made measurements which he never made but certifies certifies work to have been

measurement referred - The District Engineer has endeavoured to palliate such behaviour by stating that the signing of such certificates is very generally regarded in the Department as a mere form - This statement is one which ~~in the absence of proof~~; His Excellency the Governor in Council declines to credit, and he cannot accept such an excuse as freeing Mr. Crowe from the consequences of deliberately falsifying public documents in support of payments for work never executed -

been done, of which he could find no trace!

J. D. S.

If so, the sooner of Mr. Munro's regarded the better - & to that end, it is [illegible] that the action of Govt in this case will be well known throughout the service -

[illegible]

These consequences, being dismissal from the public service from the end of the current month

His degradation therefore to the rank of Overseer of the 1st grade will appropriately meet the circumstances of the case, together with an indefinite postponement of his future claims to Warrant Rank - Pecuniarily he will not suffer for the present; a concession warranted by the extenuating fact of the difficult position into which he found himself thrust soon after attaining the rank

I think he should be discharged from the D.P.W. It is impossible to trust him again - A man who can certify that he measured a work which he says did not exist - and pay for it accordingly cannot be trusted or upright.

J. O. S.

I agree - It seems to me a case in which nothing short of dismissal ~~or [illegible]~~ is required. P

of Supervisor. His present position will be materially different, as in subordinate charge of a Talook, from that of a Range officer; and he can expect no promotion of any kind until reported as thoroughly competent and trustworthy.

His Excellency the Governor in Council is not satisfied with the District Engineer's inaction in leaving the Overseers and accountants under his orders to be dealt with by Government; he has the necessary powers

to

to deal with them himself and should he compe-tent to do so from the knowledge of local af-fairs which he must have gained during his visit to the Cumbum Range; and the Govt. expect that he will in future accept the responsibilities of his post. Meanwhile they direct the immediate dismissal from the Govt. service of Head Range Accountant Pulneyandy Pillay as having been fully cog-nizant of the falsity of the Contractor's claims for which he made

I concur.

J. D. S.

out the Bills and gave
away the cheques, without
one word of remonstrance
to the Range Officer; if
he was not the actual
instigator of these claims.
He is moreover reported
as quite incapable, the
office Records having
at one time been allowed
to get 6 months into
arrears; and as utterly
unmindful of, and
wilfully disobedient to
the orders of the District
Engineer himself.

It would appear
to Govt. that the rôle of
accuser was fixed upon
the 2nd. Accountant,
Durgachellum Chetty
by the Head Accountant,

and that the Contractor
Iyasawmy's letter to the
Head Constable of [illegible]
seems to clear him in
some measure from
complicity in any con-
-spiracy against his
Range officer - ~~He com-
ments, he can~~
-not be blamed for
bringing to notice dea-
-lings of the latter which
have been found to be
very reprehensible [and
he has refrained from
making up evidence
to bear out presump-
-tions of Mr. Crowe's
being given to pecu-
-lation, which not
unnaturally arose

Better omit this. I think -
J.O.S.

~~from such dealings~~ -

~~He~~ and he is stated to be in-
-telligent and clever, ~~and~~ but artful & given to ~~He~~ ~~therefore~~ ultimately [illegible] ~~will be given~~
a further
~~another~~ trial to retrieve
his credit in the Govt.
but will be moved to another Range
service. ~~But~~ the new
Range Officer, Mr. Bell
will understand that
laxity in attendance
at office, and trans-
-action of Official
business and custody
of Official papers
out of Office, must
on no account be
permitted; and he
will certify to that
effect to the District
Engineer

Would it not be better to put him in another range
L.D.S.

X What is the precise extent to which he has misconducted himself? Has [illegible] he specified. [illegible]
See Col. Fraser's letter.

Engineer when sending in any quarterly returns.

His Excellency the Governor in Council regrets to receive so unsatisfactory a report of the two Talook Overseers Ramachendra Row and Mr. Carroll. Of the latter it is recorded that though a European he systematically thwarted his Range officer, and of both that they were ignorant of their duties and unfit for their posts. And the District Engineer

makes some general re-
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with those who employ them to develope their latent capacities, or get rid of them if hopelessly incapable. Such tolerance as would appear to be extended by the District Engineer of Kurnool to his Subordinates in the matter of certificates, and to Accountants guilty of conduct such as he attributes to Pulney Andy, does not commend itself to Govt. as likely to have any effect in remedying

the demoralized state
into which the Departt
has confessedly fallen
in the Districts com-
-posing the late 3rd
Division.

~~Mr Crowe will~~
~~remain attached to~~
~~the Kurnool District~~

GMW

Serpent Crowe

No 134 - 190 -

To the Dt. Engr. Kurnool
Cont[illegible]
Pl of the Civ. Engr. Cllr
thro' the Dr. of P. W.
Mil Dept
* All other Dt. Engrs
* Major Kennedy
* Segn Chug [illegible] 17/9/73
with S. C. to all.

PWGOh 2234/73

Nov 11/9/73

18

Nos. 4565, 3280, 3077, 2277, 1567 & 1565

Govt. of {1873} Madras.

PUBLIC WORKS.

To The District Engr
Kurnool

Dated — C No 5588

Recd. — " — C No 6005 Encl.

G. O., 10th Sept 1873, No. 2234.

134 @ 139 & 140

2.2/8-XR
~~960/84~~